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 5 NATIONAL RAILROAD PASSENGER CORPORATION
 6 d/b/a AMTRAK

7
 8 IN THE UNITED STATES DISTRICT COURT
 9 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 10 SAN FRANCISCO DIVISION

11 STANLEY HALL,

12 Plaintiff,

13 v.

14 NATIONAL RAILROAD PASSENGER
 15 CORPORATION ("AMTRAK"), a private
 16 corporation; DOES 1-25, inclusive

17 Defendants.

CASE NO. C07-05673 CRB

18 **STIPULATION FOR A**
19 PROTECTIVE ORDER; ORDER

20 The parties stipulate to a protective order in the following form:

21 1. This Protective Order ("Order") shall govern all documents, materials, deposition
 22 testimony, things, and any other information (collectively, "Information") produced or disclosed
 in the course of this litigation by any party.

23 2. Any party may designate any Information produced or disclosed in the course of this
 24 litigation as "Confidential Information" under the terms of this Order. A party may designate
 25 Information as "Confidential Information" for any reason, including, but not limited to,
 26 commercial sensitivity or the privacy concerns of the producing party, and any Information so
 27 designated may not be disclosed to any non-party except as otherwise permitted by this Order.

attorney (provided, however, that the expert or consultant must return all documents and copies thereof to the party or attorney who retained the expert or consultant upon resolution of this action or the end of the expert's engagement, whichever comes first);

b. Stenographic reporters not regularly employed by the Court, who are engaged in such proceedings as are necessary to conduct this action;

c. Any party to this action, or any officer, director or employee of a party to this action, to the extent deemed necessary by counsel for the prosecution or defense of this litigation (the foregoing, however, shall not permit the receiving party or its counsel to disclose such Confidential Information to any officer, director or employee of the producing party (unless otherwise permitted by this Order); and

d. Deponents, to the extent deemed necessary by counsel for the prosecution or defense of this litigation.

7. Prior to receiving any Confidential Information, a "qualified person" must first complete a Confidentiality Agreement incorporating the terms of the model agreement attached hereto as Exhibit A. Each original affidavit shall be held by counsel for the producing party, and shall be subject to appropriate discovery.

8. Entering into, agreeing to and/or complying with the terms of this Order shall not:

a. Prejudice in any way the right of any party to object to the production of documents or Information it considers not subject to discovery, to seek from the Court, by application to the judge assigned to discovery issues, a determination whether particular designated material should be produced, or to contest whether Information designated Confidential Information and Highly Confidential Information—Attorneys Eyes Only has been misdesignated;

b. Prejudice in any way the right of any party to apply to the Court to modify the terms of this Order or to move the Court for a further protective order;

c. Prejudice in any way the right of any party to use, or object to the use of, any designated material at any hearing or at trial of the action; or

1 d. Affect the obligations of any party or person to comply with the terms of
2 any compulsory process.

3 9. Nothing herein shall be deemed to waive any applicable privilege or work product
4 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material
5 protected by privilege or work product protection. The disclosure or production of any
6 Information designated "Confidential Information," which is otherwise subject to privilege, does
7 not constitute a waiver of such privilege so long as the non-producing party was the author or an
8 intended or authorized recipient of the communication.

9 10. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the use
10 of documents at trial.

11 11. For applications and motions to the Court on which a party hereto submits
12 Confidential Information or Highly Confidential Information—Attorneys Eyes Only, all
13 documents and chambers copies containing such information which are submitted to the Court
14 for filing shall be submitted in sealed envelopes or other appropriate sealed containers. On the
15 outside of the envelopes, a copy of the first page of the documents shall be attached. If such
16 information is included in the first page attached to the outside of the envelopes, it may be
17 deleted from the outside copy. The word "CONFIDENTIAL" shall be stamped or marked on the
18 envelope and a statement substantially in the following form shall also be printed on the
19 envelope:

20 This envelope is sealed pursuant to Order of the Court, contains Confidential Information
21 or Highly Confidential Information—Attorneys Eyes Only and is not to be opened or the
22 contents revealed, except by Order of the Court or agreement by the relevant parties.
23

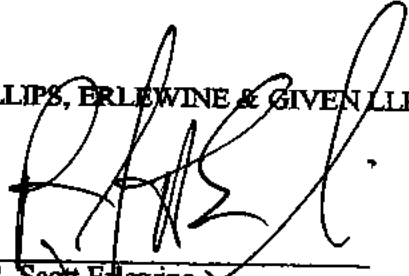
24 12. Any discovery material to be treated as Confidential Information by reason of this
25 Order may be made an exhibit or referred to at any deposition herein, but the portion of the
26 transcript which refers to any such Confidential Information, or the entirety of the transcript,
27 shall be treated as Confidential Information.
28

1 13. Any party may object to the designation of particular Information as "Confidential
2 Information" or "Highly Confidential Information—Attorneys Eyes Only" by giving written
3 notice to the producing party and to all other parties. Such notice shall identify with specificity
4 the Information to which the objection is directed and the basis of the objection. If any party
5 challenges a designation of Information as Confidential Information or Highly Confidential
6 Information—Attorneys Eyes Only and such dispute cannot be resolved by the parties within
7 seven (7) business days of receipt of such notice, the objecting party may file a motion with the
8 Court for a ruling that certain Information designated as Confidential Information or Highly
9 Confidential Information—Attorneys Eyes Only is not entitled to confidential or Highly
10 Confidential treatment under this Order. The confidential status of the Information at issue shall
11 be maintained pending the Court's ruling on the motion.

12 14. All provisions of this Order restricting the communication and use of Confidential
13 Information or Highly Confidential Information—Attorneys Eyes Only shall continue to be
14 binding at the conclusion of this action unless otherwise agreed or ordered. All documents
15 designated Confidential Information or Highly Confidential Information—Attorneys Eyes Only
16 and produced in this action—together with all copies, notes, or other transcriptions made
17 therefrom—shall be returned to the producing party within sixty (60) days of the conclusion of
18 this action. Notwithstanding the immediately preceding sentence, documents which contain
19 communications or information protected by a privilege or by the work-product doctrine may be
20 retained by the possessing party but shall be maintained as Confidential Information or Highly
21 Confidential Information—Attorneys Eyes Only, shall be subject to the applicable prohibitions
22 against disclosure and shall be prominently marked, or be stored in an envelope or other
23 container prominently marked, with a legend identical or substantially similar to "Do not
24 disclose. Subject to Confidentiality Order."


1
2 DATED: February 11th, 2008

PHILLIPS, ERLEWINE & GIVEN LLP

3
4 By: 
5 R. Scott Erlewine
6 Attorneys for Defendants
7 NATIONAL RAILROAD PASSENGER
8 CORPORATION d/b/a AMTRAK

9
10 DATED: February __, 2008

LAW OFFICE OF JOHN L. BURRIS

11 By: 
12 John L. Burris
13 Attorneys for Plaintiff Stanley Hall

14
15 **ORDER**

16 IT IS SO ORDERED:

17
18 Dated: February 11, 2008

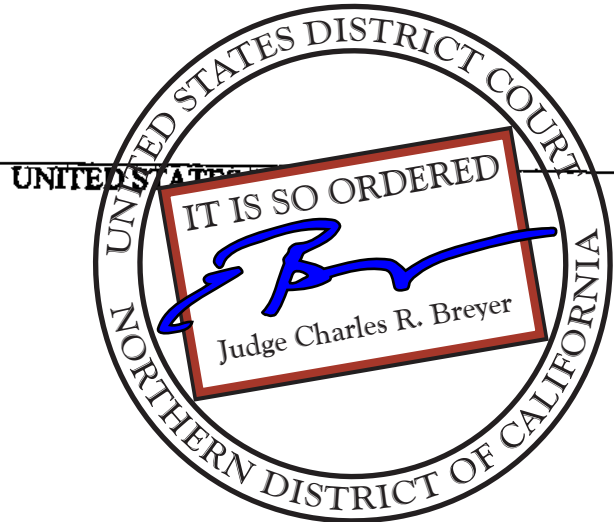


EXHIBIT A

CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated _____, 2008, in *Hall v. National Railroad Passenger Corporation ("Amtrak")*, Case No. C 07-05673 CRB. I have been given a copy of that Order and have read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information—including copies, notes, or other transcriptions made therefrom—in a secure manner to prevent unauthorized access to it. No later than thirty (60) days after the conclusion of this action, I will return the Confidential Information—including copies, notes, or other transcriptions made therefrom—to the counsel who provided me with the Confidential Information. Notwithstanding the immediately preceding sentence, documents which contain communications or information protected by a privilege or by the work-product doctrine may be retained by myself but shall be maintained as Confidential Information, shall be subject to the applicable prohibitions against disclosure and shall be prominently marked with a legend identical or substantially similar to "Do not disclose. Subject to Confidentiality Order." I hereby consent to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the Protective Order.

DATED: _____

Signature